#### Certificate Amendment No. 1

Policyholder: City of Montgomery

Policy Number: 300866

It is agreed that the Certificate is amended as follows:

Effective June 1, 2006, the following provisions found on page 1 of the Schedule of Benefits are replaced with the following:

For Class 5 only, Basic Life Insurance will reduce to 60% at age 65.

**Annual Earnings Definition**: The annual salary received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation. Annual Earnings will be rounded to the nearest thousand.

Dated at Golden Valley, Minnesota, on November 1, 2007

Unimerica Insurance Company 6300 Olson Memorial Highway Golden Valley, Minnesota 55427



## Unimerica

## **Workplace Benefits**

# GROUP LIFE ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF COVERAGE

## FOR CITY OF MONTGOMERY

POLICY NUMBER: 300866

**EFFECTIVE DATE: June 1, 2006** 

#### Unimerica Insurance Company

#### A Stock Company

Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427

Phone: 1-866-615-8727

Policyholder: City of Montgomery

Effective Date: June 1, 2006

Policy Number: 300866

Beneficiary: As on file with the Administrator

We, Unimerica Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and, if applicable, any Dependents eligible for insurance. This Certificate becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above.

#### Read the Group Certificate Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of Unimerica Insurance Company as of the Effective Date shown above.

Secretary

- two Copy Tes

President

Part H. No Break

Group Life, Accidental Death and Dismemberment Insurance Policy Non-Participating

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#### SCHEDULE OF BENEFITS

#### Class of Employees

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

- 1. All active full-time Employees, excluding temporary and seasonal employees
- 2. All Eligible retirees who retired prior to June 1, 2003 with reductions at age 65
- 3. All Eligible retirees who retired prior to June 1, 2003 with no reductions
- 4. All Eligible retirees who retired prior to June 1, 2003 with scheduled reductions
- 5. All Eligible retirees who retired on or after June 1, 2003

#### **Description of Class:**

Employees are considered full-time if they customarily work 15 hours or more per week

#### **Employee Waiting Period:**

An Employee is eligible for insurance on the later of the following dates:

- 1. The Group Policy's Effective Date, June 1, 2006.
- 2. The date he begins continuous employment with the Policyholder.

**Cost of Insurance:** The Covered Person is not required to contribute to the cost of his Basic Life and Accidental Death and Dismemberment Insurance. He is required to pay the entire cost of his Dependent Life Insurance.

#### Covered Person Insurance:

#### **Basic Life Insurance Benefit:**

| Class 1 | All active full-time Employees  | One times basic Annual Earnings to a maximum of \$50,000   |
|---------|---|--|
| Class 2 | All Eligible retirees who retired prior to June 1, 2003 with reductions at age 65 | An amount of insurance equal to his amount of insurance as an active Employee. This amount of insurance will reduce to 60% at age 65 |
| Class 3 | All Eligible retirees who retired prior to June 1, 2003 with no reductions        | Amounts as on file with the Policyholder and Us  |
| Class 4 | All Eligible retirees who retired prior to June 1, 2003 with scheduled reductions | Amounts as on file with the Policyholder and Us  |
| Class 5 | All Eligible retirees who retired on or after June 1, 2003                        | One times retirement earnings to a maximum of \$50,000   |

For Class 5 only, Basic Life Insurance will reduce to 65% at age 65.

**Annual Earnings Definition**: The annual salary received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation. Annual Earnings will be rounded to the next higher thousand.

#### SCHEDULE OF BENEFITS (continued)

#### Basic Accidental Death and Dismemberment Benefit:

| Dasic Accide                    | entai Death and Dismen   | monnent       | jenen.  |
|---------------------------------|--|---------------|---|
| Class 1                         | All active full-time Employ  | /ees          | One times basic Annual Earnings to a maximum of \$50,000                                      |
| Basic Accident<br>and terminate |  | ent Benefit w | vill reduce to 65% at age 65, 50% at age 70   |
| Basic Accide                    | ntal Death and Dismembe  | rment Bene    | fits are issued on a:   |
|                                 | basis 🔲 non-occup  | ational basis | i   |
|                                 |  |               | Basic Life Insurance in force to a maximum<br>Insurance in-force to qualify for this benefit. |
| Dependent                       | Life Insurance:  |               |   |
|                                 | nt's Insurance included in<br>premiums and are insured                               |               | cate applies only to Employees who have dent Insurance.                                       |
| Basic Life In                   | surance Benefit: For A   | ctive Empl    | oyees   |
| Spouse                          |  | \$10,000      |   |
| Child (each)                    |  |               |   |
| years                           | ys of age but less than 19<br>of age, students 19 years<br>but less than 25 years of | \$5,000       |   |

#### Basic Life Insurance Benefit: For Retirees in all classes

| Child (each)   |         |
|--|---------|
| 14 days of age but less than 19 years of age, students 19 years of age but less than 25 years of age | \$5,000 |

#### **GENERAL DEFINITIONS**

The male pronoun, whenever used in the Policy, includes the female.

Active Work or Actively at Work: The Covered Person reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform the material and substantial duties of his regular occupation for the entire normal workday. The Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless Disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

- 1. a Saturday, Sunday or holiday which is not a scheduled workday;
- 2. a paid vacation day, or other scheduled or unscheduled non-workday; or
- 3. an excused or emergency leave of absence (except medical leave).

Contributory or Non-Contributory Insurance: Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

**Covered Person:** The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

Dependent: Includes

- 1. a legal Spouse; and
- 2. any unmarried Child.

#### A Child is:

- 1. less than 19 years of age; or
- 2. an Eligible Student;
  - a. who is not married;
  - b. who is not in the armed forces of any country;
  - c. who is not insured under the Policy as a Covered Person;
  - d. less than 25 years of age;
  - e. who attends an accredited post-secondary school (other than a correspondence school) on a full-time basis as defined by the post-secondary school; and
  - f. is enrolled in the next scheduled term; or
- 3. physically or mentally Disabled.

The term "Child" includes a natural child, legally adopted child, stepchild, or foster child, or any child who lives with the Covered Person in a regular parent-child relationship.

#### Employee: A person who is:

- 1. directly employed in the normal business of the Policyholder; and
- 2. paid for services by the Policyholder; and
- 3. Actively at Work for the Policyholder, or any subsidiary or affiliate insured under the Policy.

No director or officer of an Policyholder will be considered an Employee unless he meets the above conditions.

#### **GENERAL DEFINITIONS (continued)**

**Employer:** The Policyholder and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.

**Hospital or Medical Facility:** A legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

Injury: A bodily Injury resulting directly from an accident and independently of all other causes.

Physician: A practitioner of the healing arts who is:

- 1. duly licensed in the state in which the Treatment is received; and
- 2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

Regular Care: The Covered Person personally visits a Physician as often as is medically required to effectively manage and treat his disabling condition(s), according to generally accepted medical standards. The Covered Person is receiving appropriate Treatment and care, according to generally accepted medical standards, by a Physician whose specialty or experience is appropriate for the disabling condition(s).

Sickness: An illness, disease, pregnancy or complication of pregnancy.

**Treatment:** consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

We, Our and Us: Unimerica Insurance Company.

#### CERTIFICATE GENERAL PROVISIONS

**Discretionary Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms, conditions, limitations, and exclusions, and all other provisions of the Policy including the Certificate of Coverage and any riders or amendments. We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision applies, however, only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA). This provision does not prevent the bringing of a legal action under the Time Limit for Legal Proceedings provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the Employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

**Misstatement of Age:** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

**Workers' Compensation:** The Policy is not to be construed to provide benefits required by Workers' Compensation laws.

#### COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Covered Person's Eligibility: Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week shown in the Schedule of Benefits.

An Employee will become eligible for insurance on the latest of the following dates:

- 1. the Effective Date of the Policy;
- 2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
- 3. the date the Policy is changed to include the Employee's class; or
- 4. the date the Employee enters a class eligible for insurance.

Effective Date of Covered Person Insurance: If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

- 1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
- 2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
  - a. the date the Employee is eligible for insurance, regardless of when he applies; or
  - the date the Employee's application is approved by Us if evidence of insurability is required.

Evidence of insurability is required if an Employee applying for Contributory Insurance:

- 1. does not apply for insurance within 31 days after the date he first became eligible; or
- 2. he has previously terminated his insurance while in an eligible class.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Covered Person's insurance, the increase will take effect on:

- 1. the date of the increase, if the Covered Person is Actively at Work on the date of increase;
- 2. the date the Covered Person returns to Active Work if the Covered Person is not Actively at Work on the date of the increase;
- 3. the date of the increase, if the Covered Person was Actively at Work on his last scheduled working day before the non-working day;
- 4. the date of the increase if the Covered Person is on an approved layoff or leave of absence, for reasons other than a Sickness or Injury.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve his application.

Neither an increase nor a decrease in insurance will affect a Payable Claim that occurs prior to the increase or decrease.

A decrease in the amount of the Covered Person's insurance will take effect on the date of the decrease.

## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Family and Medical Leave of Absence: If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his Employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his Employer.

The Covered Person's insurance will continue for up to the greater of:

- 1. the leave period required by the Federal Family and Medical Leave Act of 1993; or
- 2. the leave period required by applicable state law.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his Employer just prior to the date his Leave of Absence started to determine Our payments to him.

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

- 1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
- 2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the last day of the period for which a premium payment is made, if the next payment is not made;
- 2. the date he ceases to be a member of a class eligible for insurance;
- 3. the date the Policy terminates, or a specific benefit terminates; or
- 4. the date he ceases to be Actively at Work, unless
  - a. active work ceases during an approved layoff, medical leave or non-medical leave of absence, the insurance will not continue more than 3 months from the date he stopped active work.
  - active work ceases due to a sickness or accidental injury, the Policyholder may continue
    the Covered Person's insurance for up to 12 months from the date he stopped active
    work.
- 5. the date he is no longer Actively at Work due to a labor dispute, including but limited to strike, work slow down or lock out.

#### DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Dependents are eligible for insurance on the latest of the following dates:

- 1. the date the Covered Person becomes eligible for Dependent Insurance;
- 2. the date a person becomes a Dependent; or
- 3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.

The Covered Person's Spouse or Child will not be eligible for Dependent Insurance if the Spouse or Child is:

- 1. eligible for insurance under the Policy as a Covered Person; or
- 2. a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

If the Covered Person is eligible for insurance as an Employee, he cannot be considered an eligible dependent for Dependent's Insurance.

Effective Date of Dependent Insurance: No insurance will take effect on any day the Dependent (other than a newborn child) is confined in a Hospital or Medical Facility. Instead, insurance will take effect on the day following discharge from the Hospital or Medical Facility.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Employee is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time:

- 1. If it is Non-contributory, on the date the Dependent becomes eligible for insurance regardless of when application was made; or
- 2. If it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
  - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
  - b. the date the Dependent's application is approved by Us, if evidence of insurability is required.

Evidence of insurability is required, at the Covered Person's expense, if a Covered Person applying for Contributory insurance:

- does not apply for Dependent insurance within 31 days after the date the Dependent first became eligible; or
- 2. has previously terminated Dependent insurance while in an eligible class.

Effective Date of Change in Amount of Insurance: If there is an increase in the amount the Dependent's insurance the increase will take effect on the same date that:

- 1. the Covered Person's class changes; or
- 2. the Dependent's status or class changes.

If the Dependent is confined in a Hospital or Medical Facility on that date, any change will take effect on the day following discharge from the Hospital or Medical Facility.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve the application.

A decrease in the amount the Dependent's insurance will take effect on the date of the decrease.

## DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

**Termination of Dependent Insurance:** Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the date he ceases to be a Dependent as defined in the Policy;
- 2. the date the Covered Person ceases to be a member of a class eligible for Dependent insurance;
- 3. the date the Covered Person's insurance under the Policy terminates;
- 4. the date the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
- the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
- 6. the date the Policy terminates, or a specific benefit terminates.

#### LIFE INSURANCE BENEFIT FOR COVERED PERSON

**Death Benefits:** We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death when We receive satisfactory proof of a Covered Person's death. The benefit will be paid in accordance with the beneficiary section.

Assignment: Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

Beneficiary: The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise. If there is no named beneficiary living at the time of the Covered Person's death, We will pay any amount due in the following order:

- 1. to his legal Spouse; or
- 2. to his natural or legally adopted children in equal shares; or
- 3. to his estate.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person's beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Payment of Claim: Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

Physical Examination and Autopsy: We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

Settlement Options: Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

#### LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

#### Conversion Privilege: The Covered Person may convert:

- all or part of his Life Insurance to an individual policy of life insurance, other than term insurance, if his insurance terminated because he ceases to be a member of a class eligible for insurance;
- 2. the amount of insurance to an individual policy of life insurance, other than term insurance, that is lost due to a reduction of insurance because of age;
- 3. a limited amount of insurance to an individual policy of life insurance, other than term insurance, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
  - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 31 days after this insurance terminated; or
  - b. \$10,000.

The Covered Person may convert to any policy, other than term insurance, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The Covered Person must submit a written application and the first premium payment for the conversion policy to Our Home Office within 31 days after his insurance terminates. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

If the Covered Person dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

A conversion policy is in lieu of benefits under this section of the Policy. However, if the Covered Person is qualified for the Waiver of Premium-Total Disability provision, the converted policy will be cancelled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the later of:

- 1. its date of issue; or
- 2. 31 days after the date this insurance terminates.

The insurance under the Policy may be reinstated within one year after termination of employment, if the Covered Person has converted and he:

- gives Us proof that he was Totally Disabled when his insurance terminated and that his
  insurance would have continued in force under the Waiver of Premium-Totally Disabled
  provision if he had not converted; and
- 2. surrenders the conversion policy to Us without claim in return for premiums paid less any unpaid policy loans.

Employees rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

#### ACCELERATED DEATH BENEFIT FOR COVERED PERSON

The Accelerated Death Benefit payment may be taxable to the Covered Person. The Covered Person should seek assistance from his personal tax advisor regarding taxes the Covered Person may have to pay as the result of claiming Accelerated Death Benefits.

If while insured under the Policy, the Covered Person becomes terminally ill (called the "qualifying event") with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person's Life Insurance Benefit can only be made once in the Covered Person's lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

- 1. under a Physician's care for that condition, and
- 2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above.

We reserve the right to ask for a medical exam in connection with a claim.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person's death, the amount of Life Insurance Benefits paid to the Covered Person's beneficiary will be reduced by the amount already paid under this provision.

Limitations: Accelerated Death Benefits will not be payable if:

- 1. the Covered Person has assigned his Life Insurance Benefits; or
- 2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person's former Spouse as part of a divorce agreement; or
- 3. the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
- 4. the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

The Accelerated Death Benefit is not available to Retired Covered Persons.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON

If the Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. loss occurred within 90 days after the Injury; and
- 3. loss was due to Injury independent of all other causes.

Amount of Insurance: The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

| 100% |
|------|
| 100% |
| 50%  |
| 50%  |
| 50%  |
| 50%  |
| 50%  |
| 25%  |
| 25%  |
|      |

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb.

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one Injury.

Seat Belt and Air Bag Benefit for Covered Person: We will pay an additional Seat Belt benefit for the loss of the Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

- 1. the Covered Person is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
- 2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

An additional Air Bag Benefit will be paid if:

- Seat Belt Benefit is payable; and
- the private Passenger Car is equipped with a single Air Bag and the Covered Person is the driver; or
- 3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Covered Person is the driver or front seat passenger; or

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)

- 4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Covered Person is the driver, front seat passenger or rear seat passenger; and
- 5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

#### We will pay:

- 1. A Seat Belt benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit; or
- A Seat Belt and Air Bag Benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$10,000.

The accident causing the Covered Person's death must occur white the Covered Person is insured under the Policy.

Passenger Car means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. Seat Belt means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

Air Bag means, for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

Limitations: We will not pay a benefit for a loss caused directly or indirectly by:

- 1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
- 2. suicide or intentionally self-inflicted Injury, while sane or insane;
- 3. participation in a riot or insurrection, or commission of an assault or felony;
- 4. war or any act of war, declared or undeclared;
- use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;
- 6. driving while intoxicated, as defined by the applicable state law where the loss occurred;
- engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping or using off-road vehicles;
- 8. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which the Covered Person is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits;
- 9. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)

**Notice of Claim:** Written notice of a claim for death or Injury must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death or the date the Injury occurred. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature, and extent of the loss involved.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Payment of Claim: Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

Physical Examination and Autopsy: We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

#### LIFE INSURANCE BENEFIT FOR DEPENDENTS

**Death Benefits:** We will pay the Life Insurance Benefit amount in force on a Dependent, if insured under this section of the Policy, when We receive proof of his death. The amount of insurance is shown in the Schedule of Benefits. Eligible Dependents are defined in the "General Definitions" section of the Policy.

**Assignment:** The Dependent Life Insurance Benefit provided by the Policy cannot be assigned.

Beneficiary: Benefits will be paid to:

- 1. the Covered Person, if living;
- 2. the legal Spouse of the Covered Person, if the Covered Person is not living; or
- 3. the estate of the Dependent, if the legal Spouse of the Covered Person is not living.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The insured Dependent may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the insured Dependent, as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Conversion:** A Dependent may convert all or part of his Life Insurance to an individual life policy, other than term insurance, if his insurance terminates because:

- 1. the Covered Person ceases to be a member of a class eligible for Life Insurance;
- the Covered Person's legal Spouse lost insurance due to a reduction of insurance because of age;
- 3. the Covered Person is Totally Disabled or dies; or
- 4. the Dependent is no longer eligible for Dependent Life Insurance. A Dependent may convert a limited amount of insurance to an individual life policy, other than term insurance, if he was continuously insured under the Policy (or the policy it replaced) for five years if his insurance terminated due to the Policy being terminated or amended.

#### LIFE INSURANCE BENEFIT FOR DEPENDENTS (continued)

The amount the Dependent may convert in this case is the smaller of the following:

- the Life Insurance Benefit amount which terminates less the amount he may become eligible for under any group within 31 days after this insurance terminated; or
- 2. \$10,000.

The Dependent may convert to any policy We are using for the purpose of conversions. The conversion policy will not have disability or other supplemental benefits. No evidence of insurability is required. The Dependent must submit a written application and the first premium to Our Home Office within 31 days after this insurance terminated. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and form of the conversion policy, and on the Dependent's class of risk and age on the date the conversion takes effect.

If the Dependent dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

The conversion policy will take effect on the later of:

- 1. its date of issue; or
- 2. 31 days after the date this insurance terminated.

## Unimerica Insurance Company Notice of Privacy Policy and Practices

#### Purpose of this Notice

Unimerica Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

#### Types of Personal Information We Collect

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

#### How We Protect Personal Information

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

#### Disclosure of Personal Information

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

#### Individual Rights to Access and Correct Personal Information

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at Unimerica Workplace Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

#### **Further Information**

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following Unimerica Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, "we" or "us" refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey. Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; United HealthCare of Alabama, Inc.; United HealthCare of Arizona, Inc.; United HealthCare of Arkansas, Inc.; United HealthCare of Colorado, Inc.; United HealthCare of Florida, Inc.; United HealthCare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; United HealthCare of Kentucky, Ltd.; United HealthCare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; United HealthCare of the Midlands, Inc.; United HealthCare of the Midwest, Inc.; United HealthCare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.: UnitedHealthcare of North Carolina, Inc.; United HealthCare of Ohio, Inc.; United HealthCare of Tennessee, Inc.; United HealthCare of Texas, Inc.; United HealthCare of Utah; UnitedHealthcare of Wisconsin, Inc.; United HealthCare Insurance Company; United HealthCare Insurance Company of Illinois; United HealthCare Insurance Company of New York; United HealthCare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.

#### **SUMMARY PLAN DESCRIPTION**

Name of Plan: Group Life and Accidental Death and Dismemberment Inurance

Name, Address and Telephone Number of Plan Sponsor:

City of Montgomery 103 North Perry Street Montgomery, AL 36101 (334) 241-4410

Employer Identification Number (EIN): 63-6001323

IRS Plan Number: 501

Effective Date of Plan: June 1, 2006

Type of Plan: Welfare benefit plan

Name, Business Address, and Business Telephone Number of Plan Administrator:

City of Montgomery 103 North Perry Street Montgomery, AL 36101 (334) 241-4410

#### Insurance Carrier:

Unimerica Insurance Company Golden Valley, MN

#### Type of Administration of the Plan:

The Plan is administered on behalf of the Plan Administrator by the Insurance Carrier pursuant to the terms of the group insurance policy issued by the Insurance Carrier.

#### Person designated as agent for service of legal process:

City of Montgomery 103 North Perry Street Montgomery, AL 36101 (334) 241-4410

#### Source of contributions and funding under the Plan:

The Plan is funded by the payment of premium required by the insurance policy.

**Method of calculating the amount of contribution:** Employee required contributions to the Plan Sponsor are the employee's share of costs as determined by the Plan Sponsor. From time to time the Plan Sponsor will determine the required employee contributions for reimbursement to the Plan Sponsor and distribute a schedule of such required contributions to employees.

Date of the end of the year for purposes of maintaining Plan's fiscal records: Plan year shall be a twelve-month period ending May 31<sup>st</sup>.

**Plan Details:** The Plan's provisions relating to eligibility to participate and termination of eligibility as well as a description of the benefits provided by this Plan are described in detail in the Covered Person's Certificate of Coverage which precedes this ERISA information.

Plan Amendment and Termination: The Plan Sponsor reserves the right to modify, suspend or terminate this Plan at any time. The Employer does not promise the continuation of any benefits nor does it promise any specific level of benefits at or during retirement. Any benefits, rights or obligations of participants and beneficiaries under this Plan following termination are described in detail in the Covered Person's Certificate of Coverage which precedes this ERISA information.

The Plan Sponsor adopts all provisions of the insurance policy issued by the Insurance Carrier, as amended from time to time, as part of this Plan when it arranges for and maintains the insurance provided for in the policy.

#### STATEMENT OF EMPLOYEE ERISA RIGHTS

The Employee Retirement Income Security Act of 1974 (ERISA) guarantees certain rights and protections to participants of welfare plans. Federal law and regulations require that a "Statement of ERISA Rights" be included in this description of the Plan.

You may examine, without charge, all Plan documents, including any insurance contracts, collective bargaining agreements, annual reports, summary plan descriptions and other documents filed with the Department of Labor. You can examine copies of these documents in the Plan Administrator's office or at other specified locations, or you can ask your supervisor where copies of the documents are available.

If you want a personal copy of Plan documents or related material, you should send a written request to the Plan Administrator. You will be charged only the actual cost of these copies.

You are entitled to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. These individuals, called "fiduciaries," have an obligation to administer the Plan prudently and to act in the interest of Plan participants and beneficiaries. The named fiduciary for this Plan is the Plan Sponsor. No one, including the Employer or any other person, may fire a Covered Person or otherwise discriminate against a Covered Person in any way to prevent that person from obtaining a benefit or exercising their rights under ERISA.

When you become eligible for payments from the Plan, you should follow the appropriate steps for filing a claim. In case of claim denial, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide you the materials and pay you up to \$110 per day until you receive your materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in a state or federal court provided you have exhausted the procedures and complied with the timeframes for review of the adverse claim decision provided below. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay costs and legal fees. For example, if you are successful, the court may order the person you sued to pay those costs and fees. If you lose or if the court finds your suit to be frivolous, you may be ordered to pay these costs and fees.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, contact the nearest Area Office of the Employee Benefits Security Administration, United States Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

#### **CLAIMS DENIAL FOR LIFE INSURANCE**

Notice of a decision to deny a claim (in whole or in part) shall be furnished to the claimant within 90 days following the receipt of the claim or within 90 days following the expiration of the initial 90 day period, in a case where there are special circumstances requiring extension of time for processing the claim. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the expiration of the initial 90 day period.

The notice of extension shall indicate the special circumstances requiring the extension and the date by which the notice of decision with respect to the claim is expected to be furnished. If a claim is denied (in whole or in part) notice shall be provided to the claimant in writing and shall set forth: 1) the reason(s) for the denial; 2) reference to the provision(s) of the Plan on which the denial is based; 3) a description of any additional material or information necessary for the claimant to perfect the claim, if the claim was denied because the claimant failed to provide all necessary information, and an explanation of why such material or information is necessary; and 4) an explanation of the claim review procedure. If written notice of the denial is not furnished to the claimant within 90 days (or if an extension was required, 180 days) from the date the claim was received, the claim shall be deemed denied and the claimant shall then be permitted to proceed with the procedure set forth below.

#### REVIEW OF DENIED CLAIMS AND COMPLAINT PROCEDURE FOR LIFE INSURANCE

If a covered person or any person claiming through a covered person wishes to have a denied claim reviewed, a written request must be sent to the address identified in the claim denial letter.

Any complaint or dispute related to review of denied claims shall be resolved in accordance with the procedure set forth by the Plan Sponsor and outlined below.

- 1. The complainant may contact the Insurance Carrier's service representative in an attempt to resolve the complaint in an informal manner.
- 2. If the complainant is not satisfied with any attempts at informal resolution, the complainant must submit a written request for review of a denied claim or a written notice of the complaint or dispute to the address identified on the claim denial letter within 60 days of receipt of the claim denial notice. The complainant may submit supporting documentation or information to be considered. The complainant must submit any requested additional information or documents.
- 3. A written notice of the final decision will usually be sent to the complainant within 60 days of receipt of the written request for review of a denied claim or notice of a complaint or dispute. However, if special circumstances require an extension of time to reach a final decision, written notice of the final decision will be sent as soon as possible following the expiration of the initial 60 day period, but no later than 120 days following receipt of the request for review of a denied claim or notice of a complaint or dispute. If special circumstances require such an extension of time, written notice of the extension shall be furnished to the complainant prior to the expiration of the initial 60 day period. The written notice of the final decision will give specific reason(s) for the decision and references to the provision(s) of the Plan on which the decision is based. If the final written decision is not furnished to the complainant within 60 days (or if an extension was required, 120 days) from the date of receipt of the request for review of a denied claim or notice of a complaint or dispute, the request for review or the complaint or dispute shall be deemed to be rejected and denied on review.